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THOMAS A. WILLOUGHBY, State Bar No. 137597
LAUREN KAWANO, State Bar No. 309273
FELDERSTEIN FITZGERALD
WILLOUGHBY PASCUZZI & RIOS LLP
500 Capitol Mall, Suite 2250
Sacramento, CA 95814
Telephone: (916) 329-7400
Facsimile: (916) 329-7435
e-mail: twilloughby@ffwplaw.com

Proposed Attorneys for Debtor in Possession

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION

In re:

RUSSELL WAYNE LESTER, an
individual, dba Dixon Ridge Farms,

Debtor in Possession.

CASE NO.: 20-24123-11

Chapter 11

DCN: FWP-7

[NO HEARING REQUIRED]

**APPLICATION TO EMPLOY FELDERSTEIN FITZGERALD
WILLOUGHBY PASCUZZI & RIOS LLP AS BANKRUPTCY COUNSEL**

Russell Wayne Lester, doing business as Dixon Ridge Farms, the debtor in possession herein (the "Debtor in Possession"), in the above-referenced case, hereby requests authority to employ Felderstein Fitzgerald Willoughby Pascuzzi & Rios LLP as his bankruptcy counsel and in support of this application respectfully represents the following:

1. This application is made pursuant to Bankruptcy Code sections 327 and 330, Bankruptcy Rules 2014, 2016 and 5002, and the Guidelines of the Office of the United States Trustee ("UST Guidelines").

2. The Debtor in Possession filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the "Bankruptcy Case") on August 27, 2020 (the "Petition Date"). The Debtor in Possession remains in possession of its estate, no trustee having been appointed. The

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1 Debtor in Possession is operating and managing its business as a Debtor in Possession pursuant to
2 the provisions of Sections 1107 and 1108 of the Bankruptcy Code.

3 2. The Debtor in Possession seeks to retain Felderstein Fitzgerald Willoughby
4 Pascuzzi & Rios LLP (“FFWPR”), whose address is 500 Capitol Mall, Suite 2250, Sacramento,
5 California, 95814, as his general bankruptcy counsel in the Bankruptcy Case and has entered into,
6 subject to Bankruptcy Court approval, the Contract for Legal Services with FFWPR, which is
7 attached as **Exhibit 1** to the Exhibit Document filed with this application (the “Retention
8 Agreement”).

9 REASON FOR SELECTION

10 3. The Debtor in Possession has requested the services of FFWPR because the
11 Debtor in Possession knows the firm to be skilled in insolvency, reorganization and commercial
12 transactions and that its members have substantial knowledge and experience that will enable
13 them to perform services of special benefit to the Debtor in Possession and his estate in a cost-
14 effective manner. Details regarding the qualifications of FFWPR may be found at FFWPR’s
15 website, which address is as follows: www.ffwplaw.com.

16 SCOPE OF FFWPR’S EMPLOYMENT

17 3. The professional services which the firm will render to the Debtor in Possession
18 are generally as follows:

19 a. To advise and represent the Debtor in Possession with respect to all matters
20 and proceedings in this Chapter 11 case;

21 b. To assist the Debtor in Possession in all bankruptcy issues which may arise
22 in the operation of the Debtor in Possession’s business, including negotiations with creditors,
23 interest groups and any Official Committee of Unsecured Creditors; and

24 c. To assist the Debtor in Possession with the preparation of and confirmation
25 of a plan of reorganization.

26 4. FFWPR has only been retained to provide those bankruptcy legal services
27 reasonably required to represent the Debtor in Possession in this Bankruptcy Case. For example,
28 FFWPR does not provide advice in other areas of the law, such as tax, environmental or

1 employment, or in non-legal matters such as business and financial planning, or asset protection
2 (“Legal Areas Outside the Scope of Representation”).

3 5. Although FFWPR will coordinate with the Debtor in Possession on Bankruptcy
4 Case issues related to Legal Areas Outside the Scope of Representation that may arise, the Debtor
5 in Possession will need to consult with and retain other professionals in those areas as the need
6 arises.

7 **DISINTERESTEDNESS**

8 6. Except as set forth in the Declaration of Thomas A. Willoughby (the “Willoughby
9 Declaration”) and to the best of Mr. Willoughby’s knowledge, information and belief, FFWPR (i)
10 does not have any connections with the Debtor in Possession, with his creditors, or with any
11 parties in interest, or with their attorneys and accountants, or with the office of the United States
12 Trustee, or with any person employed in the office of the United States Trustee which would
13 preclude employment; and (ii) does not now hold or represent any interest materially adverse to
14 the interests of the estate or of any class of creditors or equity security holders. FFWPR submits
15 that none of the connections set forth in the Willoughby Declaration are disqualifying
16 connections.

17 **COMPENSATION**

18 7. FFWPR has agreed to undertake this matter at its standard hourly rates which as of
19 the date of this Application are as follows:

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Name	Title	Hourly Rate
Paul J. Pascuzzi	Managing Partner	\$525 per hour
Thomas A. Willoughby	Partner	\$525 per hour
Jason E. Rios	Partner	\$450 per hour
Holly A. Estioko	Associate	\$350 per hour
Lauren M. Kawano	Associate	\$325 per hour
Susan Darms	Legal Assistant	\$95 per hour
Steven H. Felderstein	Of Counsel	\$625 per hour

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1 FFWPR also will bill the estate for all reasonable and necessary out-of-pocket expenses incurred
2 as permitted by applicable provisions of the Bankruptcy Code, Bankruptcy Rules and the UST
3 Guidelines.

4 8. FFWPR understands that all compensation is subject to Sections 328, 330 and 331
5 of the Bankruptcy Code. Notwithstanding anything to the contrary contained in this application
6 and its supporting papers, including the Retention Agreement, FFWPR agrees that the relevant
7 provisions of the Bankruptcy Code, Bankruptcy Rules, Local Rules, and the UST Guidelines will
8 apply and prevail.

9 9. The rates set forth above are subject to annual adjustment upon 30-days' notice to
10 the client. If at any time FFWPR increases the rates for its services, FFWPR will file a
11 supplemental affidavit with the Court describing such increases, including justification for such,
12 and provide notice of such increases to the United States Trustee and all creditors and parties in
13 interest in the Bankruptcy Case, or such other service as is prescribed by the Court if a limited
14 notice motion is approved. In seeking compensation and out-of-pocket expense reimbursement,
15 FFWPR will comply with the relevant provisions of the Bankruptcy Code, Bankruptcy Rules,
16 Local Rules, and the UST Guidelines. Notwithstanding anything in the Retention Agreement to
17 the contrary, interest on compensation or expense reimbursement will not be charged except upon
18 further motion to and order from the Court.

19 **REPRESENTATION ACKNOWLEDGEMENTS**

20 10. FFWPR's representation of the Debtor in Possession pursuant to the application is
21 anticipated to continue past confirmation of a plan of reorganization/liquidation through the
22 closing of the Bankruptcy Case, with withdrawal from such representation at any other time to be
23 allowable only pursuant to an order of this Court.

24 11. Mr. Willoughby has represented both debtors in possession and trustees in Chapter
25 11 cases for over 32 years and he has always believed, as do his partners, that when taking on
26 such a representation the firm has a fiduciary duty to the Debtor in Possession. As the lead
27 Partner on representing the Debtor in Possession, Mr. Willoughby acknowledges and affirms that
28 by accepting this representation, FFWPR acknowledges that it has, and agrees that it has, a

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1 fiduciary duty to the Debtor in Possession as the Debtor in Possession in the Bankruptcy Case and
2 to the bankruptcy estate and shall act in accordance with its fiduciary duties.

3 12. FFWPR recognizes the duty to disclose connections pursuant to Bankruptcy
4 Rule 2014 is a continuing obligation.

5 **CONCLUSION**

6 13. The Debtor in Possession believes it is essential that FFWPR be employed to
7 provide the services described above and that FFWPR be permitted to bill on an hourly basis,
8 subject to the requirements of the Bankruptcy Code for Court approval of professional fees. The
9 Debtor in Possession further requests the Court approve the employment of FFWPR as counsel
10 for the Debtor in Possession effective as of the Petition Date.

11 WHEREFORE, based upon the foregoing, the Debtor in Possession requests that the
12 Court enter an order authorizing:

13 1. The employment of Felderstein Fitzgerald Willoughby Pascuzzi & Rios LLP as
14 the Debtor in Possession's attorneys on the terms and conditions set forth above effective as of
15 the Petition Date; and

16 2. Such other and further relief as the Court may deem proper.

17 Dated: August 27, 2020

18 THE BANKRUPTCY ESTATE OF
19 RUSSELL WAYNE LESTER

FELDERSTEIN FITZGERALD
WILLOUGHBY PASCUZZI & RIOS LLP

20 By: /s/ Russell Wayne Lester
21 RUSSELL WAYNE LESTER

By: /s/ Thomas A. Willoughby
THOMAS A. WILLOUGHBY
Proposed Attorneys for
Russell Wayne Lester